

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

PATRICK KELLETT, et al.,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	Case No. 4:07CV1850 CDP
	)	
S&J MECHANICAL	)	
CONTRACTORS, INC.,	)	
	)	
Defendant.	)	

**MEMORANDUM AND ORDER**

This matter is before me on plaintiffs' motion for default judgment.

Plaintiffs filed this action on October 30, 2007 to recover from defendant S&J Mechanical Contractors, Inc. delinquent contributions, liquidated damages, interest and Union dues allegedly owed to the plaintiff employee benefit funds pursuant to 29 U.S.C. §§185 and 1132. Plaintiffs also seek to recover attorneys' fees and costs incurred in this action. Defendant has failed to answer or otherwise defend this action, despite being served with process. For this reason, the Clerk of the Court entered a default against defendant on July 11, 2008.

The undisputed evidence offered in support of the motion for default judgment demonstrates that defendant S&J Mechanical Contractors, Inc. is party to a collective bargaining agreement with Plumbers and Pipefitters Local 562

which requires the payment of contributions to the Plumbers and Pipefitters Pension and Welfare Educational Funds, and dues to Plumbers and Pipefitters Local 562. Defendant has failed to fully pay contributions and union dues. Plaintiffs have computed the amount owed in contributions based on reports submitted by defendant without payment. These computations reflect that defendant owes \$10,376.50 in fringe benefit contributions for the period of December 2007 through April 2008. Plaintiffs have also computed the amounts of liquidated damages and interest owed by defendant based on reports and contributions submitted after the due date for the period of July 2005 through January 2006 and reports submitted without payment for the period of December 2007 through April 2008. S&J Mechanical Contractors, Inc. owes liquidated damages in the amount of \$4,760.00 and interest in the amount of \$4,878.22 on late-paid or unpaid contributions for the above-referenced periods. In addition, defendant owes Union dues and assessments in the amount of \$784.24 for the period of December 2007 through April 2008.

The collective bargaining agreement and ERISA, 29 U.S.C. §1132(g)(2), require defendant to pay plaintiffs' legal fees and costs. Plaintiffs have incurred legal fees in the amount of \$500.00 and court costs of \$402.40. Based on the evidence presented, the Court finds that the services performed by plaintiffs'

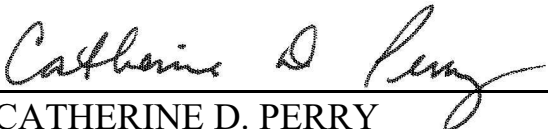
attorneys were reasonable and necessary to the litigation of this case, that the rates charged were reasonable, and that the amount sought for attorneys' fees is reasonable.

The total amount owed by defendant to plaintiffs is \$21,701.36.

Accordingly,

**IT IS HEREBY ORDERED** that the motion for default judgment [#4] is granted.

A separate Judgment in accordance with this Memorandum and Order is entered this same date.

  
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CATHERINE D. PERRY  
UNITED STATES DISTRICT JUDGE

Dated this 17th day of July, 2008.